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IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

DOUBLEVISION ENTERTAINMENT, LLC, a Tennessee limited liability company, as assignee of Commercial Escrow Services, Inc., a California corporation, and Antoinette Hardstone, an individual,

No. C 14-02848 WHA

Plaintiff,

V.

SPECIAL VERDICT

NAVIGATORS SPECIALTY INSURANCE COMPANY, a New York Corporation,

Defendant.

YOU MAY APPROACH THE FOLLOWING QUESTIONS IN ANY ORDER YOU WISH, BUT YOUR ANSWERS MUST BE UNANIMOUS.

1. Has plaintiff proven that Navigators violated a duty to accept the Section 998 offer in March 2011?

Yes X

No ____

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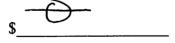
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2. Has plaintiff proven that Navigators violated a duty to pursue a settlement after the March 2011 Section 998 offer?

Yes No ___

- 3. The Court directs the jury that plaintiff is entitled to recovery on its third claim, although not necessarily in the amount (or any amount) requested by plaintiff. You need not further consider this claim except as to the offset issue below. (You must still decide the first two claims.)
- 4. The parties have agreed that if liability is found on any claim, including the third claim, then the grand total of any recovery will be \$2,280,000. This agreement should not be viewed in any way as an admission of liability on any claim. Rather, it is intended by both sides merely to simplify the issues for the jury. Nevertheless, you must decide the amount, if any, of any offset to reduce this amount. State the amount, if any, that Navigators has proven should be offset against the damages.



Date: July <u>22</u>, 2015.

FOREPERSON